

J

Chemung County Clerk's Office
210 Lake St., P.O. Box 588
Elmira, NY 14902-0588
Catherine K. Hughes - County Clerk

Jane Dietterich
Deputy



Lori Kline
Deputy

Return To:

WEILER ASSOCIATES
206 GARDNER RD
HORSEHEADS, NY 14845

misc.

Instrument Number - 201162343

* Total Pages - 4

Recorded On 12/21/2011 At 10:02:10 AM

* Instrument Type - MISCELLANEOUS RECORD

Invoice Number - 218172 User ID - JAS

* Direct Party - CHEMUNG CONTRACTING CORPORATION

* Indirect Party - UNISYS CORPORATION

*** FEES**

RMO-STATE	\$4.75
RMO-COMP R	\$14.25
RMO-COUNTY	\$1.00
MISC FILING & RECORDING	\$35.00
RECORDING SHEET	\$5.00
TOTAL PAID	\$60.00

MORTGAGE TAX

MORTGAGE AMOUNT	\$
BASIC MORTGAGE TAX	\$
SPEC ADDITIONAL MTG TAX	\$

Total	\$	0.00
-------	----	------

TRANSFER TAX

TRANSFER AMT \$

TRANSFER TAX	\$	0.00
--------------	----	------

STATE OF NEW YORK
CHEMUNG COUNTY CLERK

THIS SHEET CONSTITUTES THE CLERK ENDORSEMENT
REQUIRED BY SECTION 316-A (5) FOR THE REAL
PROPERTY LAW OF THE STATE OF NEW YORK.
DO NOT DETACH

CATHERINE K. HUGHES - COUNTY CLERK

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

0004IE



DECLARATION of COVENANTS and RESTRICTIONS

THIS COVENANT is made the 21 day of December 2011, by Chemung Contracting Corporation, a domestic corporation, 2105 S. Broadway, Pine City, New York, 14871, and having an office for the transaction of business at same.

WHEREAS, the Remington Rand Machine; Division of Sperry Rand Site, (DEC Site No. 808005) is the subject of an Administrative Order on Consent, Index No. B8-0203-87-09 executed by Unisys Corporation, namely that parcel of real property located approximately 0.5 miles southeast of the intersection of State Routes 14 and 427 (formerly 379) in the Town of Southport, County of Chemung, State of New York, which is part of lands conveyed by Joan B. Valent to Chemung Contracting Corporation by deed dated August 28, 1986 and recorded in the Chemung County Clerk's Office in Liber 744 of Deeds, page 99, and being more particularly described in Appendix "A," attached to this declaration and made a part hereof, and hereinafter referred to as "the Property"; and

WHEREAS, the Department approved a remedy to eliminate or mitigate all significant threats to the environment presented by the contamination disposed at the Property and such remedy requires that the Property be subject to restrictive covenants.

NOW, THEREFORE, Chemung Contracting Corporation, for itself and its successors and/or assigns, covenants that:

First, the Property subject to this Declaration of Covenants and Restrictions is as shown on a map attached to this declaration as Appendix "A".

Second, unless prior written approval by the Department or, if the Department shall no longer exist, any New York State agency or agencies subsequently created to protect the environment of the State and the health of the State's citizens, hereinafter referred to as "the Relevant Agency," is first obtained, where contamination remains at the Property subject to the provisions of the Site Management Plan ("SMP"), there shall be no construction, use or occupancy of the Property that results in the disturbance or excavation of the Property which threatens the integrity of the engineering controls or which results in unacceptable human exposure to contaminated soils.

Third, the owner of the Property shall not disturb, remove, or otherwise interfere with the installation, use, operation, and maintenance of engineering controls required for the Remedy, which are described in the SMP, unless in each instance the owner first obtains a written waiver of such prohibition from the Department or Relevant Agency.

Fourth, the owner of the Property shall prohibit the Property from ever being used for purposes other than for recreational use without the express written waiver of such prohibition by the Department or Relevant Agency.

Fifth, the owner of the Property shall prohibit the use of the groundwater underlying the

Property without treatment rendering it safe for drinking water or industrial purposes, as appropriate, unless the user first obtains permission to do so from the Department or Relevant Agency.

Sixth, the owner of the Property shall ensure that Unisys, or its successor or assign, provide a periodic certification, prepared and submitted by a professional engineer or environmental professional acceptable to the Department or Relevant Agency, which will certify that the institutional and engineering controls put in place are unchanged from the previous certification, comply with the SMP, and have not been impaired.

Seventh, the owner of the Property shall or shall ensure that Unisys, or its successor or assign, continue in full force and effect any institutional and engineering controls required for the Remedy and maintain such controls, unless the owner, or Unisys, first obtains permission to discontinue such controls from the Department or Relevant Agency, in compliance with the approved SMP, which is incorporated and made enforceable hereto, subject to modifications as approved by the Department or Relevant Agency.

Eighth, this Declaration is and shall be deemed a covenant that shall run with the land and shall be binding upon all future owners of the Property, and shall provide that the owner and its successors and assigns consent to enforcement by the Department or Relevant Agency of the prohibitions and restrictions that the Administrative Order on Consent requires to be recorded, and hereby covenant not to contest the authority of the Department or Relevant Agency to seek enforcement.

Ninth, any deed of conveyance of the Property, or any portion thereof, shall recite, unless the Department or Relevant Agency has consented to the termination of such covenants and restrictions, that said conveyance is subject to this Declaration of Covenants and Restrictions.

Tenth, at least 60 days prior to a proposed change in ownership of the Property, NYSDEC will be notified in writing of the proposed change by the current owner of the Property. The notification will include a certification that the prospective purchaser has been provided with a copy of the SMP. Within 15 days after the transfer of all or part of the site, the new owner's name, contact representative, and contact information shall be confirmed in writing to NYSDEC by the new owner.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day written below.

By: Paul M. Collins

Print Name: PAUL M. COLLINS

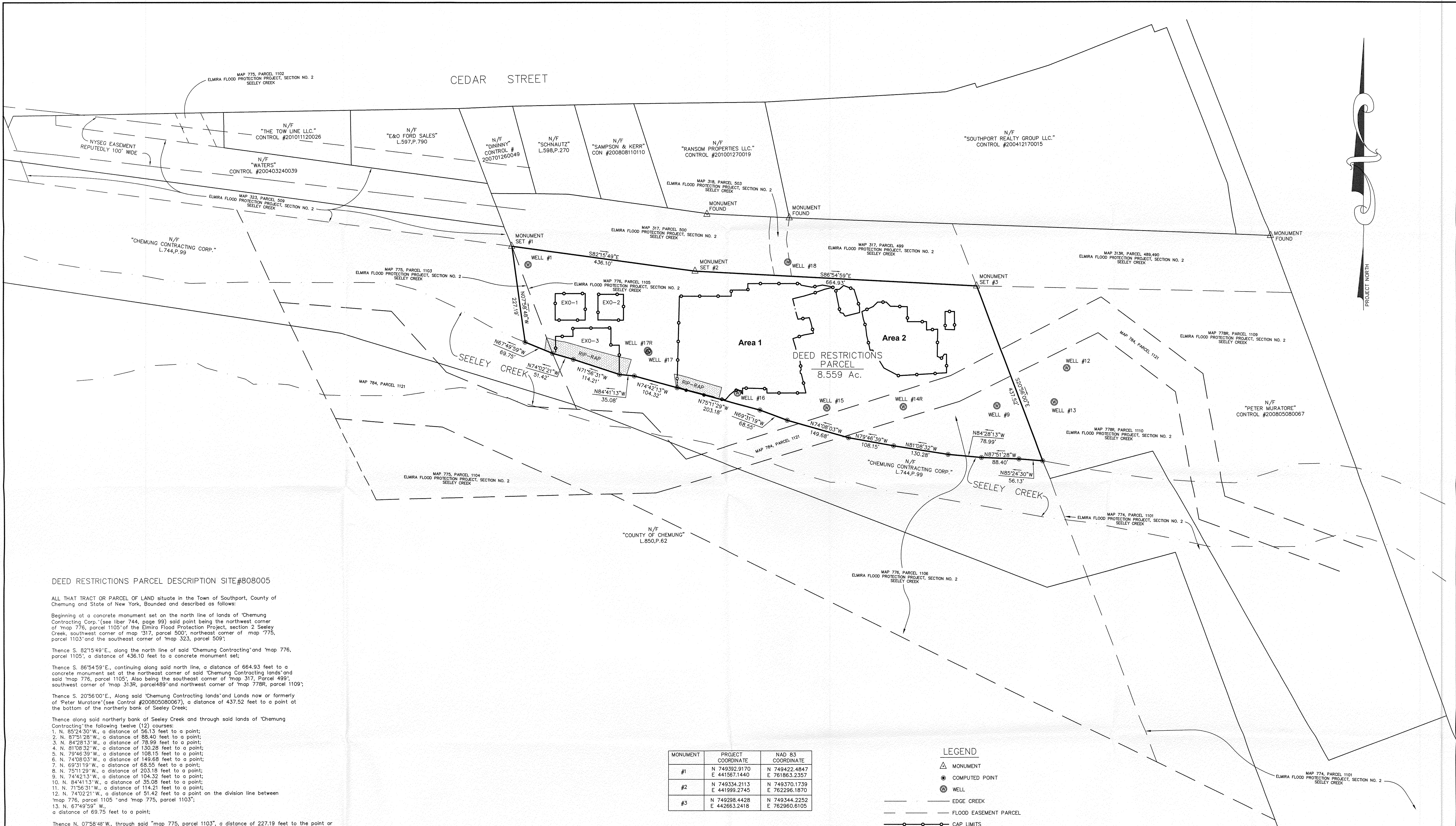
Title: V. P. Date: 12/21/2011

STATE OF NEW YORK)
) s.s.:
COUNTY OF CHEMUNG)

On the 21st day of December, in the year 2011, before me, the undersigned, personally appeared Paul M. Collins, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Jeanne P. Buckbee
Notary Public State of New York

JEANNE P. BUCKBEE
Notary Public No. 01BU6003327
State of New York, Chemung County
Commission Expires March 16, 2014



DEED RESTRICTIONS PARCEL DESCRIPTION SITE#808005

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Southport, County of Chemung and State of New York, Bounded and described as follows:

Beginning at a concrete monument set on the north line of lands of 'Chemung Contracting Corp.' (see Liber 744, page 99) said point being the northwest corner of 'map 776, parcel 1105' of the Elmira Flood Protection Project, section 2 Seeley Creek, southwest corner of map 317, parcel 500, northeast corner of map 775, parcel 1103 and the southeast corner of 'map 323, parcel 509';

Thence S. 82°15'49"E, along the north line of said 'Chemung Contracting' and 'map 776, parcel 1105', a distance of 436.10 feet to a concrete monument set;

Thence S. 86°54'59"E, continuing along said north line, a distance of 664.93 feet to a concrete monument set at the northeast corner of said 'Chemung Contracting' and said 'map 776, parcel 1105'; Also being the southeast corner of 'map 317, Parcel 499', southwest corner of 'map 313R, parcel 489' and northwest corner of 'map 778R, parcel 1109';

Thence S. 20°56'00"E, along said 'Chemung Contracting' lands and Lands now or formerly of 'Peter Muratore' (see Control #200805080067), a distance of 437.52 feet to a point at the bottom of the northerly bank of Seeley Creek;

Thence along said northerly bank of Seeley Creek and through said lands of 'Chemung Contracting' the following twelve (12) courses:

1. N. 85°24'30"W, a distance of 56.13 feet to a point;
2. N. 87°51'28"W, a distance of 88.40 feet to a point;
3. N. 84°28'13"W, a distance of 78.99 feet to a point;
4. N. 81°08'32"W, a distance of 130.28 feet to a point;
5. N. 79°46'39"W, a distance of 108.15 feet to a point;
6. N. 74°08'03"W, a distance of 149.68 feet to a point;
7. N. 69°31'19"W, a distance of 68.55 feet to a point;
8. N. 75°11'29"W, a distance of 203.18 feet to a point;
9. N. 74°42'13"W, a distance of 104.32 feet to a point;
10. N. 84°41'13"W, a distance of 35.08 feet to a point;
11. N. 71°56'31"W, a distance of 114.21 feet to a point;
12. N. 74°02'21"W, a distance of 51.42 feet to a point on the division line between 'map 776, parcel 1105' and 'map 775, parcel 1103';
13. N. 67°49'59"W, a distance of 69.75 feet to a point;

Thence N. 07°58'48"W, through said 'map 775, parcel 1103', a distance of 227.19 feet to the point or place of beginning;

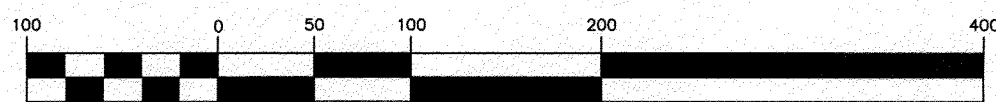
Being 8.559 acres of land, more or less.

MONUMENT	PROJECT COORDINATE	NAD 83 COORDINATE
#1	N 749392.9170 E 441567.1440	N 749422.4847 E 761863.2357
#2	N 749334.2113 E 441999.2745	N 749370.1739 E 762296.1870
#3	N 749298.4428 E 442663.2418	N 749344.2252 E 762960.6105

LEGEND

- MONUMENT
- COMPUTED POINT
- WELL
- EDGE CREEK
- FLOOD EASEMENT PARCEL
- CAP LIMITS
- EASEMENT LINE
- RIP-RAP AREA

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

The engineering and institutional controls for this Easement are set forth in the Site Management Plan (SMP). A copy of the SMP must be obtained by any party with an interest in the property. The SMP can be obtained from NYS Department of Environmental Conservation, Division of Environmental Remediation, Site Control Section, 625 Broadway, Albany, New York, 12233 or at derweb@gw.dec.state.ny.us.

I hereby certify to the People of the State of New York acting through its Commissioner of the Department of Environmental Conservation that this survey was prepared in accordance with the current Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors.

William E. Beardsley L.S. #50144

REFERENCE DEED: LIBER 744, PAGE 99

SUBDIVISION PLANNING	WEILER ASSOCIATES LICENSED LAND SURVEYORS 206 GARDNER ROAD HORSEHEADS, N.Y. 14845 607-758-4476	SURVEYING & MAPPING
DEED RESTRICTIONS PARCEL OVER PART OF LANDS OF CHEMUNG CONTRACTING CORP. FOR THE MCINERNEY FARM SITE		
TOWN OF SOUTHPORT	NEW YORK	CHEMUNG COUNTY
DRAWN BY: W.E.B. CHECKED BY: W.E.B.	SCALE: 1" = 100' DATE: SEPT. 26, 2011	REVISED: OCT. 7, 2011 JOB NO. 14338.16

"Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law.

"Copies from the original of this survey map not marked with an original of the land surveyor's inked seal or his embossed seal shall not be considered to be a valid true copy."